

## STANNAH STAIRLIFTS GENERAL TERMS AND CONDITIONS OF SALE

- 1. SEVEN-DAY NO-RISK MONEY-BACK GUARANTEE.** If you're not completely satisfied with your Stannah Stairlift, just notify us within seven days after installation and we'll remove it, cancel your contract and refund your purchase price in full. You may cancel your order and get a full refund at any time prior to installation.
- 2. CONTRACTOR'S LICENSE AND BOND NOTICE.** Contractors are required by law to be licensed and regulated by the Contractors' State License Board, which has jurisdiction to investigate complaints against contractors if a complaint is filed within four years of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento CA 95826. It is the homeowner or general contractor's responsibility to notify the local building department that this equipment is being installed. Also, they must inquire as to what other items in the home may be affected or required because of the installation of this equipment. Any permits or inspections required by the building department are the responsibility of the homeowner or general contractor.
- 3. ENTIRE AGREEMENT.** The only terms of the agreement between you and us are those set forth in the Stannah Stairlift Quotation we provided to you and your completed Stannah Stairlifts Order Form, including these General Terms and Conditions of Sale. If you believe that anyone has promised or agreed (orally or otherwise) to any other terms on behalf of Stannah Stairlifts, you should write those terms on the front of the Order Form before you sign it, and you should not rely on those terms as being part of our agreement with you unless we confirm to you in writing that we agree to them.
- 4. LIMITED WARRANTIES.** Service and repair is included when you rent a stairlift from Stannah. If you elect to purchase the stairlift after the initial rental period, our standard warranty will apply from the date of installation. New Stannah stairlifts are covered by our lifetime warranty on motor and gearbox and two-year limited warranty on all other parts (for reconditioned Stannah stairlifts the warranty periods are ten years for motor/gearbox and one year for other parts). We'll repair or replace any parts of your Stannah stairlift that fail within the applicable warranty period –no charge to you for parts during the entire warranty period or for labor during the first year of the warranty period. Our standard labor charges apply after the first year of the warranty period.

Our warranties don't cover Stannah Stairlifts that have been serviced, repaired, or modified by anyone other than our authorized technicians or that have been subjected to negligence, misuse, or lack of maintenance.

**THE ABOVE WARRANTIES AND REMEDIES ARE THE ONLY WARRANTIES AND REMEDIES WITH RESPECT TO OUR PRODUCTS, AND ARE IN LIEU OF (AND WE HEREBY DISCLAIM) ANY AND ALL OTHER WARRANTIES AND REMEDIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

- 5. SERVICE.** Our normal service hours are from 7 a.m. to 3 p.m. Monday through Friday. Service may not be available on our observed holidays. Post-warranty service plans are available – please contact us for details.
- 6. TITLE.** Title to products sold by us remains with us until you pay us the full purchase price.
- 7. GENERAL.** This agreement will be governed by California Law. If any court proceedings are commenced between the parties concerning or related to this agreement, the prevailing party shall be entitled to a reasonable sum for its attorney's fees.

Amounts due are to be paid in cash or immediately available funds.

A service charge of the lesser of 1.5% per month or the highest rate allowed by law will be added to cover the costs of handling your account if any amounts due and payable are not paid within 15 days from the date of invoice. You can avoid the service charge by paying invoices on time.

- 8. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL).** Stannah Stairlift carries commercial general liability insurance written by Gallagher Insurance Company. You may call the Gallagher Insurance Company at 617-261-6700 to check the contractor's Insurance coverage.
- 9. WORKERS' COMPENSATION INSURANCE.** Stannah Stairlift carries workers' compensation insurance for all employees.
- 10. MECHANICS LIEN WARNING.** Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.  
To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20-day Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.
- 11. BE CAREFUL.** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.
- 12. PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.
- 13. PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's website at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 1-800-321-CSLB (2752).

**Remember, if you do nothing, you risk having a lien placed on your home.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

#### **14. INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD (CSLB)**

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

##### **For more information:**

**VISIT** CSLB's website at [www.cslb.ca.gov](http://www.cslb.ca.gov)

**CALL** CSLB at 1-800-321-CSLB (2752)

**WRITE** CSLB at P.O. Box 26000, Sacramento, CA 95826